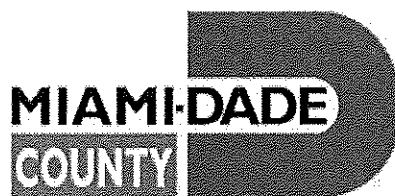


*This document is a draft of a planned solicitation and is subject to change without notice.*



**REQUEST FOR PROPOSALS (RFP) No. 00270  
FOR  
AUTOMATED BICYCLE RENTAL PROGRAM**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

\_\_\_\_\_, 2015 at \_\_\_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
for  
Miami-Dade Transit Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Lourdes Betancourt, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-4121  
E-mail: L1121@miamidade.gov

**PROPOSAL RESPONSES DUE:**

INSERT DATE AND TIME

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Transit ("MDT") Department and the Internal Services Department ("ISD"), is soliciting proposals from qualified firms to provide readily accessible Bicycle Share Transportation Service for public use at MDT Metrorail Stations, and other Transit facilities as mutually agreed, through the establishment of an Automated Bicycle Rental Program (Program). The proposer will make available Bicycle Rentals 24 hours a day, 7 days a week, and will provide all capital, operations, maintenance and oversight of the Program.

The purpose of this solicitation is to establish a contract to provide a readily accessible automated Bicycle Share Rental program, as specified herein, from a qualified firm that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation. The County anticipates awarding a contract for a five (5) year period.

#### The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email [hjwrig@miamidade.gov](mailto:hjwrig@miamidade.gov) at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

### 1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Rapid Transit Zone" to consist of all land area, including surface, subsurface, and appurtenant airspace, heretofore or hereafter designated by the Board of County Commissioners as necessary for the construction of the fixed-guideway portion of the Stage I Rapid Transit System, including all station sites, parking areas and yard and maintenance shop facilities.
6. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
9. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the

County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### **1.4 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before selection committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Code of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### **1.5 Communication with Evaluation/Selection Committee Members**

Proposers are hereby notified that direct communication, written or otherwise, to Evaluation/Selection Committee members or the Evaluation/Selection Committee as a whole are expressly prohibited. Any oral communications with Evaluation/Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

#### **1.6 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **1.7 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

#### **1.8 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **1.9 Proposal Guarantee**

The Proposer must submit a Proposal Guarantee in the amount of \$5,000 **as part of its Proposal submission**. The Solicitation number must be referenced on the Proposal Guarantee. A **copy** of the proposal guarantee must accompany the Proposal submitted electronically through the BidSync proposal submission system. The Proposal Guarantee (original document) must be received by the Miami-Dade County Clerk of the Board, at 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202, Miami, Florida 33128-1983, within 48 hours of the Proposal response due date on the cover. Proposal Guarantees not received within 48 hours by the Clerk may render the Proposal non-responsive. Proposal Guarantees must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to Miami-Dade County. Proposal Guarantees will be returned after a lease is executed, unless returned earlier, at the County's discretion.

#### **1.10 Performance and Payment Bond**

- A. Prior to commencing any construction and/or repairs to the Premises, or any structure or improvements on or about the Premises, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs, as determined by the County. Said payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the construction of the Project, or any addition thereto, or in instances of repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as the Miami-Dade Transit Department. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project.
- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of a company listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.
- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond(s) shall be prior to the issuance of the NTP. The County may negotiate the amount of the bond(s) depending on the phase of the Project.
- D. Failure by the Selected Proposer and its subcontractors to obtain the required performance and payment bond within the time specified, or within such extended period as the County may grant based upon reasons determined adequate by the County, shall be deemed an event of default, and the Lease, and any other ancillary agreement and/or documentation related to the Lease and/or this Solicitation shall be subject to termination at the sole discretion of the County.

## 2.0 SCOPE OF SERVICES

### 2.1 Background

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Transit ("MDT") Department and the Internal Services Department ("ISD"), is soliciting proposals from qualified firms to provide readily accessible Bicycle Share Transportation Service for public use at MDT Metrorail Stations, and other Transit facilities as mutually agreed, through the establishment of an Automated Bicycle Rental Program (Program). The proposer will make available Bicycle Rentals 24 hours a day, 7 days a week, and will provide all capital, operations, maintenance and oversight of the Program.

The County will evaluate proposals from experienced firms with a proven track record for undertaking and successfully completing bicycle share rental programs. Previous experience in successfully completing Bicycle Rental programs will be a factor in the evaluation of the proposals. The proposer must have the authority to submit the proposal and bind the Proposer through execution of a Lease Agreement(s). The County will only award a Lease Agreement under this Solicitation to the legal entity that submits the proposal.

### 2.2 Program Objectives

The County's objective in offering the Program includes the following:

- A. Improve transit service access for non-motorized modes of transportation.

- B. Provide mobility options that improve convenience for existing transit customers and attract new customers to public transit.
- C. Increase bicycle parking/storage at MDT facilities. (This statement implies that bikes not rented can be parked on premises)
- D. Help relieve traffic congestion.
- E. Provide twice as many docking stations/points as bicycles. (How are many do have now? See comment in "C")
- F. To provide a long-term source of income to the County.

### 2.3 Rental/Kiosk Locations

The rental/kiosks locations may include any or all Metrorail Stations and other transit passenger facilities as mutually agreed to by the proposer and Miami-Dade County. The following stations are expected from the proposer: (A list of stations provided below.) The following is a list of the development within the Rapid Transit Zone.

A. 7 <sup>th</sup> Avenue Transit Village	NW 62 <sup>nd</sup> Street and 7 <sup>th</sup> Avenue
B. Government Center	111 NW 1 <sup>st</sup> Street
C. Downtown Bus Terminal / Flagler	Flagler Street and NW 2 <sup>nd</sup> Avenue
D. Brickell Metrorail Station	801 SW 1 <sup>st</sup> Avenue
E. Palmetto	1101 NW 79 <sup>th</sup> Avenue
F. Okeechobee	2005 W. Okeechobee Road
G. Hialeah	115 E. 21 <sup>st</sup> Street
H. Tri-Rail	1125 E. 25 <sup>th</sup> Street, Hialeah
I. Northside	3150 NW 79 <sup>th</sup> Street
J. Dr. Martin Luther King Jr.	6205 NW 27 <sup>th</sup> Avenue
K. Brownsville	5200 NW 27 <sup>th</sup> Avenue
L. Earlington Heights	2100 NW 41 <sup>st</sup> Street
M. Allapattah	3501 NW 12 <sup>th</sup> Avenue
N. Santa Clara	2050 NW 12 <sup>th</sup> Avenue
O. Civic Center	1501 NW 12 <sup>th</sup> Avenue
P. Culmer	701 NW 11 <sup>th</sup> Street
Q. Historic Overtown/ Lyric Theatre	100 NW 6 <sup>th</sup> Street
R. Vizcaya	3201 SW 1 <sup>st</sup> Avenue
S. Coconut Grove	2780 SW 27 <sup>th</sup> Avenue
T. Douglas Road	111 Ruiz Avenue
U. University	5400 Ponce de Leon Boulevard
V. South Miami	5949 Sunset Drive
W. Dadeland North	8300 S. Dixie Hwy.
X. Dadeland South	9150 Dadeland Boulevard

All development within the Rapid Transit Zone must comply with Chapter 33C of the Miami-Dade County Code (See Exhibit X)

It should be noted that the County retains jurisdiction for building and zoning approvals, including issuance of Site permits, Site inspections and issuance of certificates of occupancy within the Rapid Transit Zone in accordance with Florida State Statutes 125.011 and 125.105 and Miami-Dade County Code, Chapter 33C-2.

### 2.4 Rental/Kiosk Installation (Changed from Project construction)

The bicycle rental kiosk installation phase of the Program shall be completed in accordance with the Lease Agreement, along with any and all applicable rules, regulations, ordinances and standards required by the participating cities within Miami-Dade County and the County, and/or any other applicable regulatory agency or entity. The Selected Proposer shall obtain, at its sole cost and expense, certified, experienced, and reputable architectural and engineering services, and construction services including, but not limited to, a General Contractor, Project Manager, and subcontractors, and such services will need to be secured, at the Selected Proposer's sole cost and expense, and in accordance with the County's rules and regulations, including, but not limited to, the County's Community Business Enterprise Program and the Community Small Business Enterprise Program.

The Selected Proposer shall, at its sole cost and expense, secure any and all licenses, permits, and other governmental approvals that are required to construct and maintain the Project Site, along with any and all insurances and any required payment and performance bond(s).

## 2.5 Financing

The Selected Proposer shall secure all necessary financing that is not provided to the Development Project Site as a direct result of this Solicitation. Further, the Selected Proposer is also solely responsible for any and all licenses, authorizations, and/or permits needed prior to, during, and/or after construction of the Project. Note: The Selected Proposer shall submit a term sheet and a letter of intent (or a commitment letter) from a lender indicating its willingness to lend an amount necessary for construction financing of the Development Project Site and/or other financing documents within six (6) months of executing the Lease Agreement (LA) and/or Development Agreement, indicating that the Selected Proposer has obtained, or has identified and is expected to obtain, sufficient funding to commence and complete the Project sites, within the agreed upon time period as stated in the Ground Lease and the Development Agreement.

Should the Selected Proposer fail, for any reason whatsoever, to secure or maintain adequate financing for the Project Site as approved by the County, as amended or described in the proposal submitted in response to this Solicitation, the County shall be free to seek another Provider for the Project Sites, and in doing so, terminate the Lease Agreement (LA) and/or the Site Agreement. In this instance, the Selected Proposer shall be responsible to pay the County an administrative fee. Such administrative fee shall include, but may not be limited to, re-procurement costs identified by the County.

## 2.6 Insurance Requirements

Concessionaire shall maintain, at its sole cost and expense, the following types of insurance coverage at all times throughout the Terms of this Agreement.

- a. Comprehensive General Liability in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrences for bodily injury and property damage. This policy must also contain coverage for premises operations, products and contractual liability.
- b. Workers Compensation Insurance for all employees of the vendor shall be required in accordance with the laws of the State of Florida Statute Chapter 440.
- c. Automobile Insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

Bodily Injury	\$1,000,000.00 per person
Bodily Injury	\$1,000,000.00 per accident
Property Damage	\$1,000,000.00 per accident

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon a minimum of thirty (30) days prior written notice to the County and, then only, subject to the prior written approval of the County's Department of Risk Management. Prior to the commencement date of this Agreement, Concessionaire shall provide the County with a certificate of Insurance for each policy. Miami-Dade County agreement number and title of Agreement must appear on each certificate. ALL POLICIES SHALL NAME MIAMI-DADE COUNTY, ISD Risk Management, 111 NW 1st Street, 23rd Floor, Miami, Dade County, FL. 33128, MIAMI-DADE County, FLORIDA named AS AN ADDITIONAL INSURED.

### Indemnify and Hold Harmless

## 2.7 Property Taxes

As County-owned property, the Site is currently not subject to real estate taxes (*ad valorem* taxes). However, the tax exemption may not be available during or after completion of the Development Project. The County makes no representation as to whether the Site shall continue to not be subject to taxes, fees, and/or assessments once the Site is leased to the Selected Proposer. It is the responsibility of the Selected Proposer to determine any and all tax consequences which may arise due to the Selected Proposer leasing and/or placing the development on County-owned land. Specifically, the County makes no representations or warranties as to the continued availability of any exemption, or tax benefit, or to the Selected Proposer's ability to receive any such exemption or benefit. Further, the Site may be subject to fees and/or impositions imposed by the Miami-Dade County School Board, and/or a taxing

different entity, and the Selected Proposer shall be solely responsible for such fees, taxes, and/or other impositions.

## 2.8 Marketing and Leasing

The marketing for potential tenants and/or occupants of the Development Project is the sole responsibility of the Selected Proposer. In carrying out this responsibility, the Selected Proposer shall comply with the County's policies and marketing requirements, which are, or will later be, designed to ensure that all available leasable space is marketed and leased as widely and fairly as possible. The marketing and leasing of available space may be monitored by County staff to ensure compliance with these requirements, as well as to ensure that the County will receive the agreed upon rent in a timely manner.

- A. Compliance with laws, ordinances and regulations. The Selected Proposer shall comply with all applicable federal, state, county, and local laws, orders and regulations ensuring compliance with any and all leasing methods and standards.
- B. Federal Transit Administration Management
- C. The Selected Proposer shall, quarterly, provide the County with a record of leasing on the Site.

## 2.12 Selected Proposer's Responsibilities

The Selected PROPOSER shall be responsible for the following:

Preparation and submission of a site plan of the proposed development showing all structures to be located on or that will have an impact upon the Site.

- A. Submission of a financial plan of action indicating how the Project Site will be funded.
- B. Submission of a site plan for the development of the Project Site, which is in compliance with this Solicitation, the County's design requirements, and the Rapid Transit system Extensions Compendium of Design Criteria, as revised or amended (see Exhibit B).
- C. Submission of a project schedule delineating steps to complete timely development of the Project Site.
- D. At its sole cost and expense, applying for, obtaining and maintaining any and all permits and licenses and approvals, necessary prior to and/or after construction.
- E. Submission of a plan to mitigate any disruption to transit (bus) operations. The plan must be approved in writing by MDT prior to commencement of any work that could impact transit (bus and or Metrorail) operations.
- F. Any additional environmental review, soil testing, and/or remediation on the Site. This shall be done at the sole expense of the Selected Proposer.
- G. Timely payment of rent to the County, both before and after construction of the Project Site.
- H. Payment of any and all taxes associated with the Project Site, and all filing and/or recording fees and taxes associated with filing a lease memorandum, or any other document, and project financing.
- I. After project completion, payment of any other taxes or impositions, including, but not limited to, ad valorem real estate taxes, that may be associated with the Project and/or the Site.
- J. Submission of status reports to the County regarding the Project Site on a quarterly basis, or more frequently, if required by the County.



K. Commencement and completion of the construction of the Project Site in a timely manner, including the open space requirement.

**A. Payment of Rent**

The Selected PROPOSER shall pay the County rent (Initial Rent) for the period between the award and approval by the Board of County Commissioners and the date that the Selected Proposer is able to occupy any portion of the Project Site, due to the issuance of a Certificate of Completion or Certificate of Occupancy (whichever occurs first), as covered under the Ground Lease and/or the Site Agreement (Date of Beneficial Occupancy).

**A. Guaranteed Rent is based on Percentage of Gross Revenue**

After the Date of Beneficial Occupancy and through the termination date of the Ground Lease, the Selected Proposer shall pay the County Guaranteed Rent of 20 (%) percent of Gross Revenues in accordance with its' revenue submittals to the State of Florida Department of Revenue, including any increases or fluctuations, in accordance with the terms of the Ground Lease.

**2.13 Nature of the Agreement**

- A. The PROPOSER shall provide the services set forth in the agreement and any subsequent agreements issued as a part of the Ground Agreement. The PROPOSER shall provide full and prompt cooperation with the County in all aspects of the agreement to be performed.
- B. The PROPOSER acknowledges that the agreement requires the performance of all things necessary for or incidental to the effective management and performance of the project. All things not expressly mentioned in the Agreement, but necessary to carrying out its intent are required by the Agreement, and the proposer shall perform the same as though they were specifically mentioned, described and delineated.
- C. The PROPOSER shall furnish all labor, materials, tools, supplies and other items required for completion of the Agreement. All work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

**2.14 Proposer's work schedule**

- A. The PROPOSER is responsible for securing all necessary permits, licenses and/or certifications in conjunction with the Work relative to the installation of Bicycle Equipment for this Agreement at all locations provided within the Rapid Transit Zone.
- B. Miami Dade Transit Department reserves the rights to add and or delete locations as it deems necessary.

**Minimum Qualification Requirement**

The Proposer must have a verifiable proven record of providing self-service bicycle rental services of not fewer than three (3) consecutive years.

The Proposer must provide evidence of sufficient financial stability to implement and sustain a Program that meets the County's needs.

The Proposer must demonstrate a level of expertise, technical knowledge, innovation, and overall capacity to provide self-service bicycle rental services during variable periods of demand, including multiple major events and any unforeseeable circumstances.

**Daily Services**

The Proposer shall make its rental rates easily available for public view by posting legible displays and providing information pamphlets, as well as maintaining an up-to-date website.

The rental bicycles must be maintained in good working order. The Proposer must have a maintenance schedule that would mitigate the risk of renting unsafe vehicles. Additionally, the County requires bicycles provided by the Proposer include the following:

- Self-generating lights

- Fenders
- Chain guards
- Bells/horn

Bicycles stationed at Kiosks shall be sheltered to protect bicycles from weather elements. The Kiosk design should be modular, allowing for easy adjustment of capacity in response to location demands.

The Proposer shall also provide use of a bicycle helmets for all renters. Helmets for renters less than        years of age are mandatory. All helmets must be capable of supporting peripheral vision, positional stability and impact attenuation.

Kiosks should also include local maps.

### **Deliverables, Schedule and Reports**

Deliverables shall be considered those tangible resulting work products to be delivered to MDT. Deliverables and scheduling for this project shall include, but are not limited to:

Monthly reports that include:

- Hours of bicycle usage
- Number of active users
- Statistics on frequency of usage per user
- Number of departures and returns for each kiosk
- Revenue collected
- Theft report
- Fleet condition
- Kiosk maintenance

### **Budget/Cost**

The selected Proposer shall be responsible for all expenses related to this program, including, but not limited to:

- Installation of the bicycle rental kiosks and all related equipment
- Daily operations, including moving bicycles from one station to another (if required)
- Routine maintenance, repair, and replacement of equipment
- Overall program management and administration
- Promotion of the Program
- Ongoing Program evaluation with scheduled reports submitted to MDT

### **Marketing**

The marketing for potential Program users is the sole responsibility of the selected Proposer. In carrying out this responsibility, the selected Proposer shall comply with the County's policies and marketing requirements, which are, or will later be, designed to ensure that all available bicycle rental kiosks are marketed as widely and fairly as possible. The marketing of available space may be monitored by MDT staff to ensure compliance with these requirements.

## **2.6 Payment Schedule**

The selected Proposer shall pay to the County

Percentage of revenue/Rental fee.....

## **3.0 RESPONSE REQUIREMENTS**

### **3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as

required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

#### 4.0 EVALUATION PROCESS

##### 4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

##### 4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

##### Technical Criteria

##### Points

1. Proposer's relevant experience, qualifications, and past Performance in providing a bicycle rental program
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors
3. Proposer's approach to providing the services requested in this Solicitation

##### Revenue Criteria

##### Points

4. Proposer's proposed revenue to the County

##### 4.3 Oral Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

##### 4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

##### 4.5 Local Certified Veteran Business Enterprise Preference

Local Certified Veteran Business Enterprise Preference is not applicable to this solicitation.

**4.6 Disadvantaged Business Enterprise (DBE) Measures**

This solicitation does not include the use of federal funding for the Bicycle Rental Program, and therefore, DBE measures are not applicable.

**4.7 Local Preference**

Local Preference is not applicable to this solicitation.

**4.8 Negotiations**

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

**4.9 Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

**4.10 Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

**5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

**a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

**b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

**c) Inspector General Reviews**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

**6.0 ATTACHMENTS**

Draft Form of Agreement

Proposal Submission Package

Chapter 33C FIXED-GUIDEWAY RAPID TRANSIT SYSTEM-DEVELOPMENT ZONE